



CONTRACT NO. 11-818A

For Light, Medium & Heavy Equipment Replacement Parts

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the Bid of **Hank's Truck & Auto Electric** (hereinafter "Contractor") to supply **Light, Medium & Heavy Equipment Replacement Parts** to the County pursuant to County Proposal Number **11-0818** (hereinafter "ITB"), -closing dated May 25, 2011 and Contractor's May 18, 2011 ITB response thereto with all County ITB provisions governing.

Special Clauses:

Public Records

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the COUNTY.

Prohibition against Contingent Fees

The CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

This Contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

This Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

The failure of any party hereto at any time to enforce any of the provisions of this Contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Contract.

During the term of this Contract the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this Contract is conditioned upon the veracity of this statement of assurance.

A copy of the Contractor's signed Proposal is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: N/A

No financial obligation shall accrue against the County until Contractor shall make delivery pursuant to order of the County Procurement Services Director.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from August 2, 2011 through July 31, 2012 except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Proposal.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: *Russann Johnson*
Senior Contracting Officer

Date: *August 17, 2011*

Distribution: Original-Bid File
Copy-Contractor
Copy-Fleet

May 18, 2011

Roscann Johnson, CPM, CPPB, Senior Contracting Officer
 Lake County BCC
 Procurement Services office
 315 W. Main Street, Room 441
 PO BOX 7800
 Tavares, FL 32778-7800
 Phone : 352.343.9839
 Fax : 352.343.9473
 E-mail: rjohnson@lakecountyfl.gov

Re: Parts and services for auto, truck, marine, equipment electrical products

Hank's Truck & Auto Electric rebuilds and repairs alternators, starters and electric motors (hydraulic lifts, tilt-trim, etc) and supplies ancillary products for all forms of vehicles, watercraft and machines except aircraft. Due to the nature of our business it is difficult to impossible to quote advance prices on goods that may be delivered to us for repair/rebuilding. The following examples demonstrate the savings my company can provide:

Alternator for 7.3L Power Stroke diesel (Ford E & F series applications):

New/Factory Remanufactured Alternator: \$250-\$300 (most local vendors, not including cheap Chinese or Mexican manufactured product)

Repair/Rebuild (Parts & Labor): Regulator - \$25.46, Rectifier - \$30.12, Rotor - \$35.04, Stator - \$59.80, Labor (½ hour) - \$32.50 (Total \$182.92) Final totals will vary with the exact parts being replaced. If just the regulator (in this example) was replaced, I would bill \$25.46+\$32.50 labor, etc. This alternator would sell for \$221.10, NEW. As I explain below, if my assessment revealed the repair to exceed \$132.66 (60% of new replacement).

Alternator for a small Kubota tractor or mower:

New: \$300-\$400

Repair/Rebuild: \$40.05 (two bearings plus labor)

Alternator request for Dodge Sprinter Van:

New Alternator: \$500+

Replace failed clutch pulley (typical problem): \$68.25

The examples above should provide examples of the savings the municipality can experience. My standard labor rate is \$65.00 per hour, billing ½ hour minimum. I bill the same hourly rate, in-shop or on-site but on-site service pays labor as travel time round trip. I provide a one year warranty on all work performed or new units purchased. Municipalities receive priority and product is typically finished and available for pick-up within one business day if parts are required to be ordered. There are over 100,000 alternator, starter and electric motor models in use. While Hank's can usually rebuild any unit, regardless of age, some very old, very new or very odd applications may take extra time for delivery of needed components. It is virtually

impossible for a single supplier to have all repair components necessary at any one time to cover every application but Hanks has suppliers across the United States that can usually provide anything we need.

When an alternator, starter or motor is delivered to Hanks for rebuilding, it is tested and then disassembled to identify component parts needing repaired or replaced. When parts are not available via manufacturers breakdowns and cross references, comparisons are made to available parts based on size, specifications, mountings, etc. We then prepare a work order and seek work authorization. When the repair/rebuild cost is estimated to exceed 60-70% of the NEW replacement cost we also quote the cost for a new replacement part.

Alternators, starters and motors delivered to Hank's for repair are tested prior to work being performed. In the event we find no problems with the product sent for repair we will discuss the issue with the technician to determine the true nature of the problem. In my 30+ years experience I have found that electrical problems are the easiest to mis-diagnose, even by the best technician. It serves no one for Hank's to rebuild a product only to have the vehicle fail to perform when the product is re-installed. At Hank's, bench testing and technical advice are always no charge services for municipalities.

Hank's Truck & Auto Electric is available to assist all municipalities 24/7 for after-hour requirements. Furthermore, in the event of an emergency situation or natural disaster we will do everything in our power to keep all required equipment in service through the duration of the event. As a past holder of NJEVT certificate and past member of NAEVT I understand "mission critical" and strive to lower your down time as well as ensure the functionality of your equipment.

Rebuilding product for your fleet is environmentally friendly, reducing scrap, pollution for new product production, conserves natural resources and energy consumption. Several states are looking at rebuilt products to maintain their fleets and still tighten their belts. Just this week, the Michigan senate passed a bill prioritizing the use of remanufactured products in the state fleet (SB-185, sec.270) Allowing Hank's Truck & Auto Electric to rebuild your fleet electrical products will also help keep Lake County dollars in Lake county, a goal of the county commissioners economic development workshops.

I look forward to working with you to satisfy your fleet electrical needs.

Scott A. Fureman

WORK REFERENCES

Agency	City of Tavares
Address	
City,State,ZIP	
Contact Person	Charlie Pell
Telephone	352-742-6215
Date(s) of Service	Various dates since 06/2006 until present date
Type of Service	Starters & Alternators for various city-owned equipment including mowers, emergency response vehicles, etc.
Comments:	

Agency	Lake County Environmental Services
Address	13130 County Landfill Rd
City,State,ZIP	Tavares, FL 32778
Contact Person	David Salinas
Telephone	352-636-0851
Date(s) of Service	09/2010-01/2011
Type of Service	On-Site Diagnosis & Repair of Recycling Sorting Machine
Comments:	

Agency	USDA Forest Service
Address	
City,State,ZIP	
Contact Person	John Bronson
Telephone	352-434-1260
Date(s) of Service	05/2007, 03/2011
Type of Service	Winch Repair
Comments:	

May 18, 2011

Roseann Johnson, CPM, CPPB, Senior Contracting Officer
Lake County BCC
Procurement Services office
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800
Phone : 352.343.9839
Fax : 352.343.9473
E-mail: rjohnson@lakecountytfl.gov

Re: ITB 11-0818

I will not be placing a formal bid at this time. I urge the county to revise the bidding process to avoid the filing of unnecessary paperwork. The bid process requires me to provide five copies of the bid, of which only 56 of the 84 pages constitute the bid quote. The remaining 28 of 84 pages are basically boilerplate legalese. Of the 56 quote pages, my firm can quote only electrical repairs for each and every one of the items listed but the rates would be identical on every single line of the quotation. My bid reply would be 425 pages of repeated bids and legalese.

I understand that various persons/departments need to review the completed bids prior to granting the business. I would even be happy to provide five copies of the bid/quotation were I granted the business, but as a small (micro) business the printing costs just to get my quotes considered become onerous.

I am an avid user of Adobe PDF products, and most modern PDF readers and word processing programs will allow notations on the documents. Has the county considered electronic submission of the bids (email or Compact Disk) with a single signature sheet stating the undersigned has read and understands the terms and conditions as laid out in the ITB and a summary sheet of the items quoted? The winners of the bidding process could then follow-up with the required hard copies of the entire ITB with all legal signatures, etc.

I would also like to commend the City of Clermont in their efforts to encourage local business in the bid process. They state that they provide local (within Clermont city limits) a five percent offset on all bids. Thus, a \$1,000 bid is viewed and considered as a \$950 bid to weigh the bid process towards local business. Perhaps the county can entertain this concept in an effort to keep local tax dollars in the community.

I will continue to review bid invitations in the hope that there are some that I can successfully reply to. In the mean time, I respectfully present an attached document explaining my company's products and services. I assure you my company can save the county money while providing superior products and services.

Scott Fureman
Owner



LAKE COUNTY
FLORIDA

INVITATION TO BID (ITB)

LIGHT, MEDIUM AND HEAVY EQUIPMENT REPLACEMENT PARTS

ITB Number: 11-0818 Contracting Officer: Roscann Johnson
Bid Due Date: May 25, 2011 Pre-Bid Conf. Date: Not applicable for this ITB
Bid Due Time: 3:00 pm ITB Issue Date: April 29, 2011

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SECTION 5: Attachments	Pages 83-84

SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable for this ITB
Certificate of Competency/License:	See Section
Indemnification/Insurance:	See Section 1.8
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At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) working days after the official bid due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: _____ Phone Number: _____
E-mail Address: _____ Contact Person: _____

May 18, 2011

Roseann Johnson, CPM, CPPB, Senior Contracting Officer
Lake County BCC
Procurement Services office
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800
Phone : 352.343.9839
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LAKE COUNTY FLORIDA

INVITATION TO BID (ITB)

LIGHT, MEDIUM AND HEAVY EQUIPMENT REPLACEMENT PARTS

ITB Number: 11-0818 Contracting Officer: Roseann Johnson
Bid Due Date: May 25, 2011 Pre-Bid Conf. Date: Not applicable for this ITB
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VENDOR IDENTIFICATION

Company Name: _____ Phone Number: _____
E-mail Address: _____ Contact Person: _____

Johnson, Roseann

From: Scott Fureman [sfureman@gmail.com]
Sent: Monday, June 06, 2011 3:23 PM
To: Johnson, Roseann
Subject: Re: FW: Procurement Services Customer Survey Submission

I appreciate your response and look forward to participating in the bid process in the future. Be assured I will contact your office should I have any questions regarding the bid process.

Regards,

Scott Fureman
Hank's Truck & Auto Electric
31126 Industry Drive
Tavares, FL 32778

352-343-0779

On Mon, Jun 6, 2011 at 2:08 PM, Johnson, Roseann <RJohnson@lakecountyfl.gov> wrote:

I had hoped Page 80 in the pricing section would help businesses like yourself to use for alternative pricing and I did note "Attach additional sheets if necessary". I am sorry if my format confused you. I am familiar with your business so I will accept the attachment you sent with your response to ITB 08-0818 as it was sealed and in by the date and time required on the ITB. I have made the required copies of your bid submittal and they will be distributed to those evaluating the solicitation.

Also, if providing the required copies is a hardship for your firm, in the future I am sure we can help you in that matter. We do require many copies as various County personnel do evaluate the solicitations.

In regards to a local preference, the County always considers local firms that submit responses to our ITB's as we want the best value for our taxpayers.

The County is not electronically set up to accept sealed bids/proposals over any type of electrical line that would be 100% secured guaranteeing no one could see the bidding results until the official time of opening. Also, sadly, there is a budget shortfall that will prohibit our department from pursuing that avenue to well in the future.

If you ever have questions on any future ITB, please feel free to call me or any of the other Procurement staff.

Thank you for doing business with Lake County.

Have you giggled today?

Roseann Johnson, CPM, CPPB
Senior Contracting Officer

Lake County Board of County Commissioners
Office of Procurement Services
PO Box 7800
Tavares, FL 32778-7800
Telephone: 352.343.9765
Fax: 352.343.9473
Website: www.lakecountyfl.gov

Replies to this address may be subject to public document laws.

From: Scott Fureman [mailto:sfureman@gmail.com]
Sent: Monday, June 06, 2011 1:25 PM
To: Johnson, Roseann
Cc: Schwartzman, Barnett
Subject: Re: FW: Procurement Services Customer Survey Submission

My bid reply likely posted as a "no-bid" due to the fact that there were no individual bids for the listed products and services. My business serves a niche in the marketplace, the repair and rebuilding of rotating electrical products such as starting motors, alternators and ancillary electric motors.

Hank's Truck & Auto Electric rebuilds and repairs alternators, starters and electric motors (hydraulic lifts, tilt-trim, etc) and supplies ancillary products (switches, solenoids, relays, etc) for all forms of vehicles watercraft and machines except aircraft. Due to the nature of our business it is difficult to impossible to quote advance prices on goods that may be delivered to us for repair/rebuilding. The following examples demonstrate the savings my company can provide:

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Feel free to contact me if any of the above information needs to be clarified or expanded upon. I am registered with Lake County as a vendor and I look forward to the opportunity to work with your fleet maintenance department in the near future.

Scott Fureman

Owner

Hank's Truck & Auto Electric

31126 Industry Drive

Tavares, FL 32778

352-343-0779

On Mon, Jun 6, 2011 at 12:03 PM, Schwartzman, Barnett <BSchwartzman@lakecountyfl.gov> wrote:

I suggest that you give the contracting officer for this action a call (Roseann Johnson at 352-343-9765). The wide-scale fleet parts bids are difficult to process, both for us and for vendors, simply due to their scope and range. But we are interested in dealing with as many vendors as possible. It seems that you may have provided sufficient information to be considered for award for possible provision of certain items in the future, but your cover letter indicates a "no-bid". Please clarify this particular issue directly with Ms. Johnson.

-----Original Message-----

From: Webmaster

Sent: Sunday, June 05, 2011 11:35 AM

To: FocusProcurement

Subject: Procurement Services Customer Survey Submission

Comments/Suggestions/Feedback:

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various persons/departments need to review the completed bids prior to granting the business. I would even be happy to provide five copies of the bid/quotation were I granted the business, but as a small (micro) business the printing costs just to get my quotes considered become onerous.

I am an avid user of Adobe PDF products, and most modern PDF readers and word processing programs will allow notations on the documents. Has the county considered electronic submission of the bids (email or Compact Disk) with a single signature sheet stating the undersigned has read and understands the terms and conditions as laid out in the ITB and a summary sheet of the items quoted? The winners of the bidding process could then follow-up with the required hard copies of the entire ITB with all legal signatures, etc.

I would also like to commend the City of Clermont in their efforts to encourage local business in the bid process. They state that they provide local (within Clermont city limits) a five percent offset on all bids. Thus, a \$1,000 bid is viewed and considered as a \$950 bid to weigh the bid process towards local business. Perhaps the county can entertain this concept in an effort to keep local tax dollars in the community.

If your comments/feedback are in reference to a particular bid or service, please indicate it below:
Bid 11-0818

Please provide your name:
Scott Fureman

Please provide your e-mail address:
sfureman@gmail.com

Please provide your phone number
[352-343-0779](tel:352-343-0779)